

John Sotomayor
Alexandra Loaiza
2359 Maple Ave
Cortlandt Manor NY 10567
5/23/2025
917-887-2223

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF NEW York

Windward Bora LLC

Plaintiff,

VS.

John Sotomayor, ET AL.,

Defendants.

Case No. 7:21-cv-07161-CS

**NOTICE OF MOTION AND MOTION TO VACATE
JUDGMENT; Motion for Standing**

PLEASE TAKE NOTICE that on date chosen by court, at White Plains in Courtroom chosen by court of the above-entitled Court located at White Plains, Defendant Sotomayor will move this Court for an order vacating the judgment entered against them on the grounds that the Defendant has suffered injury as a result of circumstances beyond their control and will suffer manifest injustice if the judgment is not vacated as more fully set forth in the declaration of Sotomayor and the Standing Defense.

This motion is made pursuant to *Federal Rule of Civil Procedure* 60(b)(6) (“Rule 60”) and shall be based upon this notice, the attached Memorandum of Points and Authorities, the declaration of Sotomayor_ and Exhibits attached thereto, the complete files and records of this action, and such other and further oral and documentary evidence as may be presented at the hearing on this Motion.

1 Dated 05/25/2025

2 917-887-2223

3 \s\ John Sotomayor

4 .

5 **II.**

6 **LEGAL ARGUMENT**

7 **A. THE COURT HAS THE POWER TO VACATE THE JUDGMENT THAT WAS**
8 **ENTERED AGAINST THE DEFENDANT ON THE GROUNDS THAT**
9 **EXTRAORDINARY CIRCUMSTANCES EXIST.**

10 Rule 60 states in pertinent part that “(b) Grounds for Relief from a Final Judgment, Order, or
11 Proceeding. On motion and just terms, the court may relieve a party or its legal representative from a
12 final judgment, order, or proceeding for the following reasons: (6) any other reason that justifies
13 relief.”

14 My name is John Sotomayor; I am the Pro Se defendant in this case of Windward Boras vs
15 Sotomayor et at.

16 **MOTION FOR STANDING**

17 **Information on demand letter found.**

18 I have been trying to have the district court review some items I
19 found relevant to the case proving the plaintiff’s failure to show
20 they maintained the mortgage. As a result I have found new

1 evidence about the plaintiff that questions and now validates what
2
3 the defendant Sotomayor has been saying since 2019. The plaintiff
4
5 did not have nor do they have the **full** mortgage in possession.

6 I have uncovered an email sent to me and will be attached here

7
8 indicating what I have been saying since 2019 the mortgage

9
10 company sent me a demand in April along with other letters. This
11
12 mortgage has achieved the Statue of Limitations.

13 When Windward bora started their case a file was sent to me

14
15 lacking all of the Partners for payment Relief paperwork. I

16
17 mentioned in the Court and the plaintiff's attorney had to call the

18
19 office requesting what is partners for payment relief. It is in the

20
21 transcript of our first meeting in the district court. This means they

22
23 started the case without knowing the other case existed and the

24
25 SOL had been reached. All the paperwork after this moment has

26
27 been copies of the partners for payment relief case from the courts,

28 Nothing from Hasbani the lawyers or windward has ever been

1 submitted. This puts in question if Windward Bora ever has the
2
3 case file.

4 5 **Affidavit is a lie**

6 An affidavit signed and sworn to by Windward Bora was wrong
7
8 and is a lie. As a result that documents and all its reliance must be
9
10 discarded. It States I made my last payment in 2009. The original
11
12 paperwork from Partners in payment relief indicated my last
13
14 payment was made in October of 2008. Again windward Bora
15
16 does not have the true and accurate case information for this
17
18 mortgage.

19 **Respa and Breach of Contract**

20
21 I have mentioned several times and the court will not hear the respa and the
22
23 breach of contract. I mentioned respa in July of 2019, neither the court nor
24
25 the plaintiff was made to respond. This is wrong and should be addressed.
26
27
28

Plaintiff has disregarded most of the Courts mandates

Recently the district court told the plaintiff to send the plaintiff documents overnight. I did not receive them overnight. I checked the postage and it was priority mail. Again I have stated this for several months the Plaintiff is not following court procedure nor is the court enforcing this rule. I have not received anything from the court for all the filing submitted.

I did receive a document which is wrong. The plaintiff is stating all the fees I owe due to the trial. Yet I won the first trial and I was never paid back the original money I paid into it. The file now submitted by the plaintiff has multiple items from the state trial I am being told to pay. The unfairness of this letter and the courts inability to ensure the plaintiff is providing proper service to a Pro se defendant shows the plaintiff breaks all rules.

CONCLUSION

Based on the above, Defendant Sotomayor and Loaiza respectfully requests that the Court set aside the Judgment.

Dated 05/25/2025
/S/ John Sotomayor
917-887-2223